unnecessary; but simultaneously it emasculates the statute which permitted the attachment of the stock. The difficulty in the principal case can be avoided by a statutory provision that only the certificates shall be attachable. See UNIFORM TRANSFER OF STOCK ACT, § 13. Such provision is consonant with business custom which regards the certificate as the *res*. See *Puget Sound Bank* v. *Matther*, 60 Minn. 362, 363, 62 N. W. 396, 397.

CORPORATIONS — PROMOTERS — CONTRACTS MADE FOR CORPORATION TO BE FORMED. — Certain promoters of a corporation to be formed agreed, *inter alia*, that if the plaintiff would transfer his interest in some mine property to one of the promoters, as trustee for himself and his associates, to be by him transferred to the corporation when formed, the corporation would give the plaintiff a one fifth interest in the completed enterprise. The plaintiff brought this bill against the corporation and the promoters for specific performance of the contract. *Held*, that it be granted. *Wallace* v. *Eclipse Pocahontas Coal Co. et al.*, 98 S. E. 293 (W. Va.).

In England it is settled that a corporation cannot ratify or adopt a contract made by promoters in its behalf before incorporation. *In re Northumberland Ave. Hotel Co.*, 33 Ch. D. 16; *Natal Land Co.* v. *Pauline Colliery Syndicate*, [1904] A. C. 120. The English rule is not without support in the United States. See *Abbott* v. *Hapgood*, 150 Mass. 248, 252, 22 N. E. 907, 908. But some American jurisdictions allow ratification on such facts. *Oakes* v. *Cattaraugus Water Co.*, 143 N. Y. 430, 38 N. E. 461; *Kaeppler* v. *Redfield Creamery Co.*, 12 S. D. 483, 81 N. W. 907. Other states rely on a doctrine of adoption. *McArthur* v. *Times Printing Co.*, 48 Minn. 319. See *Robbins* v. *Bangor Ry. Co.*, 100 Me. 496, 501. Theoretically, the English rule seems correct. On the other hand, the result reached in the American cases is the desirable one. To reach this result without overthrowing fundamental principles of agency, several theories have been suggested. If there has been a novation effected between the corporation and the third party, all agree that the corporation is bound. *Snow* v. *Thompson Oil Co.*, 59 Pa. St. 209. See *Oldham* v. *Mt. Sterling Imp. Co.*, 103 Ky. 529, 531. Another theory advanced is that the original contract may be regarded as a continuing offer which, if not withdrawn, may be accepted by the corporation. *Pratt* v. *Oshkosh Match Co.*, 89 Wis. 406, 62 N. W. 84. See 14 HARV. L. REV. 536. Neither of these suggestions help to support the decision in the principal case. The bill is brought for the enforcement of the agreement made with the promoters and not of any contract made by the corporation itself.

CRIMINAL LAW — CONCURRENT JURISDICTION OF STATE AND UNITED STATES — SEDITION ACT. — A New Jersey statute made it a crime to incite hostility against the United States (N. J. LAWS, 1918, chap. 44, § 2). *Held*, statute is constitutional. *State* v. *Tachin*, 106 Atl. 145 (N. J.).

In the absence of a federal statute on the subject, a state may enact that an offense primarily against the United States is an offense against the state as well. *Halter* v. *Nebraska*, 205 U. S. 34. A state and the United States may have concurrent jurisdiction over a crime against both sovereignties, where the crime is covered by a federal statute and the state statute does not interfere with its operation. *State* v. *Holm*, 139 Minn. 267, 166 N. W. 181; see 40 STAT. AT L. 219, chap. 75, § 1. Each sovereign punishes the offense against itself.

CRIMINAL LAW — FORMER JEOPARDY — IDENTITY OF OFFENSES. — The defendant was indicted for a homicide that was the result of violence in the perpetration of a robbery. He had been previously convicted of the robbery, and he set up this former conviction as a defense. *Held*, a valid defense. *State* v. *Mowser*, 106 Atl. 416 (N. J.).